

# EMPLOYMENT AGREEMENT

Employee Name: Joel R. Mitchem

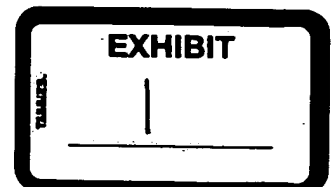
In consideration of my employment, or continued employment, by Technical Chemicals & Products, Inc., or any of its divisions, subsidiaries or affiliates (hereinafter called "Company"), I hereby agree as follows:

## I. EMPLOYMENT

- A. I agree that my employment with the Company is "at will" which means that my employment can be terminated with or without cause, and with or without notice, at any time, at the option of either the Company or myself, except as otherwise provided by law.
- B. I agree to devote my full time and best efforts to perform, on behalf of the Company, those duties which may from time to time be assigned to me by my supervisor and other designated parties within the Company.
- C. I agree and acknowledge that during my employment the Company has the right to make and enforce any reasonable terms and conditions of employment, not contrary to this Agreement, which will also govern my employment, including but not limited to any requirement to take physical examinations, including the provision of specimens for clinical analysis.
- D. I represent that my employment by the Company does not violate the terms of any employment or other agreement, which I have previously executed.

## II. CONFIDENTIAL INFORMATION

- A. I understand that during the course of my employment by the Company I may acquire information which is confidential in nature and/or of great value to the Company, including by way of illustration and not limitation, matters or subjects concerning corporate assets, cost and pricing data, customer listings, financial reports, inventions (as described in Paragraph 3 herein), know-how, marketing strategies, manufacturing processes, products or devices, profit plans, research and development projects and findings, suppliers, and trade secrets, whether in the form of records, files, advertisements, correspondence, notes, data, information, or in some other form, including copies or excerpts thereof, (hereinafter collectively referred to as "Confidential Information").
- B. I agree that all Confidential Information is the sole and exclusive property of the Company. I further agree, except as authorized in writing by an executive officer of the Company, that I will not remove from the Company's premises, disclose or use outside of my employment, directly or indirectly, either during my employment or thereafter, any Confidential Information, unless or until such Confidential Information may become a matter of public knowledge through no fault of mine. Upon leaving my employment, I will return all such Confidential Information that is in my possession to the Company.



### III. INVENTIONS

- A. I agree that any and all inventions and discoveries, whether or not patentable, which I may conceive and/or make during my employment by the Company, whether or not during working hours and which have any applicability to any aspect of the work ("Inventions and Discoveries") engaged in by me as an employee of the Company, as determined by the Company, shall be the sole and exclusive property of the Company. I further agree to inform the Company of all Inventions and Discoveries promptly after they have been conceived and/or made in the detail necessary to permit the Company to understand the Inventions and Discoveries and practice them without the exercise of further inventive skill. When requested to do so, I further agree, whether during the term of my employment or within three (3) years thereafter, to execute any and all documents necessary or desirable to convey title in all Inventions and Discoveries to the Company or to permit the Company to file patent applications covering any Inventions or Discoveries in the United States or in foreign countries.
- B. I understand that I may reserve any industrial property rights (hereinafter called "IPR") which I may have acquired prior to my employment by the Company for my personal use and exploitation if I specifically describe such IPR's in an attachment to this Agreement with the particularity necessary to permit the Company to understand such IPR's and to distinguish them from the Company's present and future IPR's.
- 1) If the IPR is in a protected form, then I may refer to the patent, copyright or trademark number or the application therefor.
  - 2) If the IPR is an unprotected form (such as unpatented invention, know-how, trade secret or unregistered trademark or copyright), then I shall have three (3) months from the date of execution of this Agreement to file an application with the appropriate governmental agency establishing my claim to the ownership of such IPR. If such IPR remains unprotected and if it has any application to any aspect of any work engaged in by me as an employee of the Company then such IPR shall not be reserved and shall be considered as part of my background training and experience and shall constitute part of the consideration for my employment by the Company.

### IV. AGREEMENT TO ARBITRATE

Employee and Company recognize that during the course of an employment relationship, differences may arise. Inasmuch as the Company and Employee both agree that speedy resolution of all such differences and/or disputes is in their mutual best interest, the Company and Employee hereby agree to binding arbitration of all such disputes, including without limitation all claims which may arise under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act; the Americans With Disabilities Act; the Rehabilitation Act of 1973; the Older Workers Benefits Protection Act; and the Employee Retirement Income Security Act of 1974. The prevailing party shall be entitled to an award of all costs, including attorney's fees, associated with such dispute resolution, whether arbitration be instituted or not.

V. REMEDY

- A. I recognize and understand that the Corporation may not have any adequate remedy at law for the breach or threatened breach by me of any one or more of the covenants set forth in this Agreement, and I agree that in the event of any such breach, the Corporation may terminate my employment without further liability to me upon payment to me of the wages or salary that I have earned to the date of my termination and such other benefits as may be due to me under the Corporation's Employee Programs.
- B. I agree further that the Corporation may, in addition to the other remedies which may be available to it, file a suit in equity to enjoin me together with all those persons associated with me from the breach of such covenants.

VI. GENERAL

- A. This Agreement constitutes the full and complete understanding and agreement of the parties, with respect to the subject matter hereof, supersedes any prior understanding and agreements, oral or written, and cannot be changed or terminated orally.
- B. This Agreement shall be assignable by the Corporation to any successor or to any other company owned or controlled by the Corporation and shall be binding upon the employee and inure to the benefit of his heirs, executors and administrators. This Agreement, being personal to the employee, is not assignable by the employee.
- C. In addition to the termination provision in paragraph V.A. herein, it is understood that either I or the Corporation may terminate the employment relationship at any time, with no obligations under the Agreement surviving such termination of employment.
- D. The provisions of this Agreement are severable and in the event that any provision hereof shall be found by any court to be unenforceable, in whole or in part, the remainder of the Agreement shall nevertheless be enforceable and binding on the parties.
- E. This Agreement is to be construed in accordance with the laws of the State of Florida.

**ACKNOWLEDGMENT**

I acknowledge having read, executed and received a copy of this Agreement on this 15<sup>th</sup> day of December, 1997.

This Agreement is hereby accepted  
and agreed to:

**TECHNICAL CHEMICALS &  
PRODUCTS, INC.**

**EMPLOYEE**

Joel R. Mitchem  
Signature  
Joel R. Mitchem, PhD  
Print Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

**WITNESSED BY:**

Josephine A. Dipanza  
Signature  
Josephine A. Dipanza  
Print Name

emploagr\employagr.doc  
rev 12/97

STATE OF FLORIDA           )  
  ) ss.  
COUNTY OF                   )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2000, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification. I hereby certify that this is a true and original copy of the original Employment Agreement executed by Joel Mitchem.



Lillian Matkovic  
NOTARY PUBLIC, STATE OF FLORIDA

NAME: Joel Mitchen

## EMPLOYMENT AGREEMENT

In consideration of my employment, or continued employment, by Technical Chemicals & Products, Inc., or any of its divisions, subsidiaries or affiliates (hereinafter called "Corporation"), I hereby agree as follows:

### I. EMPLOYMENT

- A. I agree to devote my full time and best efforts to perform, on behalf of the Corporation, those duties which may from time to time be assigned to me by my supervisor and other designated parties within the Corporation.
- B. I agree and acknowledge that during my employment the Corporation has the right to make and enforce any reasonable terms and conditions of employment, not contrary to this Agreement, which will also govern my employment, including but not limited to any requirement to take physical examinations, including the provision of specimens for clinical analysis.
- C. I represent that my employment by the Corporation does not violate the terms of any employment or other agreement which I have previously executed.

### II. CONFIDENTIAL INFORMATION

- A. I understand that during the course of my employment by the Corporation I may acquire information which is confidential in nature and/or of great value to the Corporation, including by way of illustration and not limitation, matters or subjects concerning corporate assets, cost and pricing data, customer listings, financial reports, inventions (as described in Paragraph 3 (herein), know-how, marketing strategies, manufacturing processes, products or devices, profit plans, research and development projects and findings, suppliers, and trade secrets, whether in the form of records, files, advertisements, correspondence, notes, data, information, or in some other form, including copies or excerpts thereof, (hereinafter collectively referred to as "Confidential Information").
- B. I agree that said Confidential Information is the sole and exclusive property of the Corporation. I further agree, except as authorized in writing by an executive officer of the Corporation, that I will not remove from the corporation's premises, disclose or use outside of my employment, directly or indirectly, either during my employment or thereafter, any of said Confidential Information, unless or until said Confidential Information may become a matter of public knowledge through no

fault of mine, and upon leaving my employment, I will place all such Confidential Information in the possession of the Corporation.

### **III. INVENTIONS**

- A. I agree that any and all inventions and discoveries, whether or not patentable, which I may conceive and/or make during my employment by the Corporation, whether or not during working hours and which have any applicability to any aspect of the work engaged in by me as an employee of the Corporation, as determined by the Corporation, shall be the sole and exclusive property of the Corporation. I further agree to inform the Corporation of all aforesaid inventions and discoveries promptly after they have been conceived and/or made in the detail necessary to permit the Corporation to understand said inventions and discoveries and practice them without the exercise of further inventive skill. When requested to do so, I further agree, whether during the term of my employment or within three (3) years thereafter, to execute any and all documents necessary or desirable to convey title in said inventions and discoveries to the Corporation or to permit the Corporation to file patent applications covering said inventions or discoveries in the United States or in foreign countries.
- B. I understand that I may reserve any industrial property rights (hereinafter called "IPR") which I may have acquired prior to my employment by the Corporation for my personal use and exploitation if I specifically describe such IPR's in an attachment to this Agreement with the particularity necessary to permit the Corporation to understand such IPR's and to distinguish them from the corporation's present and future IPR's.
- 1) If the IPR is in a protected form, then I may refer to the patent, copyright or trademark number or the application therefor.
  - 2) If the IPR is an unprotected form (such as unpatented invention, know-how, trade secret or unregistered trademark or copyright), then I shall have three (3) months from the date of execution of this Agreement to file an application with the appropriate governmental agency establishing my claim to the ownership of said IPR. If said IPR remains unprotected and if it has any application to any aspect of any work engaged in by me as an employee of the Corporation then said IPR shall not be reserved and shall be considered as part of my background training and experience and shall constitute part of the consideration for my employment by the Corporation.

### **IV. RESTRICTIVE COVENANTS**

- A. I further agree that for a period of one (1) year following the termination of my employment, for whatever reason, with the Corporation (or if my employment with

the Corporation is for a period of less than one(1) year, for a period equal to the term of my employment) I shall not, directly or indirectly, alone or as a member of a partnership, or as an officer, director, stockholder, employee or representative of any company, engage in any business activity which is the same or similar to work engaged in by me as an employee of the Corporation within the state wherein I am employed or had represented the Corporation and which is directly competitive with the business conducted or to my knowledge contemplated, by the Corporation at the time of my termination, unless I have written consent of the Corporation. I acknowledge that the Corporation has the right, from time to time, to change the territory wherein I shall represent the corporation.

- B. I understand that I may obtain from the Corporation personnel officer, a listing of the firms which are currently competing with the business being conducted by the unit of the Corporation for which I shall be rendering service and that the Corporation reserves the right to change the designation of such competitors from time to time by publishing any such change and upon my request to provide my a copy of any such change.
- C. I further agree that in the event either the length of time, the geographic area of definition of business activity as set forth herein, is deemed too restrictive in any court proceedings, that the Court may reduce such restrictions to one which it deems reasonable under the circumstances.

#### V. REMEDY

- A. I recognize and understand that the Corporation may not have any adequate remedy at law for the breach or threatened breach by me of any one or more of the covenants set forth in this Agreement, and I agree that in the event of any such breach, the Corporation may terminate my employment without further liability to me upon payment to me of the wages or salary that I have earned to the date of my termination and such other benefits as may be due to me under the Corporation's Employee Programs.
- B. I agree further that the Corporation may, in addition to the other remedies which may be available to it, file a suit in equity to enjoin me together with all those persons associated with me from the breach of such covenants.

#### VI. GENERAL

- A. This Agreement constitutes the full and complete understanding and agreement of the parties, with respect to the subject matter hereof, supersedes any prior understanding and agreements, oral or written, and cannot be changed or terminated orally.

- B. This Agreement shall be assignable by the Corporation to any successor or to any other company owned or controlled by the Corporation and shall be binding upon the employee and inure to the benefit of his heirs, executors and administrators. This Agreement, being personal to the employee, is not assignable by the employee.
- C. In addition to the termination provision in paragraph 5A herein, it is understood that either I or the Corporation may terminate the employment relationship at any time, with obligations under the Agreement surviving such termination of employment.
- D. the provisions of this Agreement are severable and in the event that any provision hereof shall be found by any court to be unenforceable, in whole or in part, the remainder of the Agreement shall nevertheless be enforceable and binding on the parties.
- E. This Agreement is to be construed in accordance with the laws of the State of Florida.

I acknowledge having read, executed and received a copy of this Agreement on this 20 day of June, 1995.

EMPLOYEE

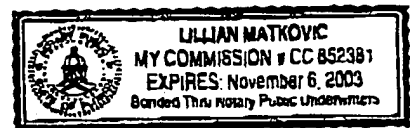
Joel R. Mitchem

This Agreement is hereby accepted  
and agreed to:

TECHNICAL CHEMICALS & PRODUCTS, INC.

WITNESSED BY:

Jerry L. Foster  
V.P. Operations



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2000, by Joel R. Mitchem, who is personally known to me, or who has produced \_\_\_\_\_ as identification. I hereby certify that this is a true and original copy of the original Employment Agreement executed by Joel Mitchem

Lillian Matkovic



### **III. INVENTIONS**

- A) I agree that any and all inventions and discoveries, whether or not patentable, which I may conceive and/or make during my employment by the Corporation, whether or not during working hours, and which have any applicability to any aspect of the work engaged in by me as an employee of the Corporation, as determined by the Corporation, shall be the sole and exclusive property of the Corporation. I further agree to inform the Corporation of all aforesaid inventions and discoveries promptly after they have been conceived and/or made in the detail necessary to permit the Corporation to understand said inventions and discoveries and practice them without the exercise of further inventive skill. When requested to do so, I further agree, whether during the term of my employment or within three (3) years thereafter, to execute any and all documents necessary or desirable to convey title in said inventions and discoveries to the Corporation or to permit the Corporation to file patent applications covering said inventions or discoveries in the United States or in foreign countries.
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within the state wherein I am employed or had represented the Corporation and which is directly competitive with the business conducted, or to my knowledge contemplated, by the Corporation at the time of my termination, unless I have written consent of the Corporation. I acknowledge that the Corporation has the right, from time to time, to change the territory wherein I shall represent the Corporation.

- B. I understand that I may obtain from the Corporation personnel officer a listing of the firms which are currently competing with the business being conducted by the unit of the Corporation for which I shall be rendering service, and that the Corporation reserves the right to change the designation of such competitors from time to time by publishing any such change and upon my request to provide me a copy of any such change.
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- C. In addition to the termination provision in paragraph 5A herein, it is understood that either I or the Corporation may terminate the employment relationship at any time, with obligations under the Agreement surviving such termination of employment.
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- E. This Agreement is to be construed in accordance with the laws of the State of Florida.

I acknowledge having read, executed and received a copy of this Agreement on this 1st day of Sept, 1994.

Joel Mitchen, Ph.D.  
Joel Mitchen, Ph.D.  
Employee

This Agreement is hereby accepted  
and agreed to:

**TECHNICAL CHEMICALS & PRODUCTS, INC.**

**WITNESSED BY:**

\_\_\_\_\_  
Jack L. Aronowitz  
President

Jerry L. Tork

STATE OF FLORIDA       )  
                                  ) ss:  
COUNTY OF               )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2000, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification. I hereby certify that this is a true and original copy of the original Employment Agreement executed by Joel Mitchen.

Lillian Matkovic  
NOTARY PUBLIC, STATE OF FLORIDA

